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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. SACV 08-0759 AG (MLGx) Date May 18, 2009  
Title SAFECO INSURANCE COMPANY OF AMERICA v. S.J. BURKHARDT, INC., et al.

Present: The Honorable ANDREW J. GUILFORD 

Lisa Bredahl

Not Present

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

**Proceedings: ~~TENTATIVE~~ ORDER GRANTING MOTION TO WITHDRAW AS COUNSEL FOR DEFENDANT DUANE A. WILLE**

The law firm of Mirau, Edwards, Cannon, Lewin & Tooke ("MECLT") has filed a motion to withdraw ("Motion") as counsel for Defendant Duane A. Wille ("Wille"). Finding good cause, the Court GRANTS the Motion, effective when MECLT files the proof of service described in this Order.

**The Court ORDERS MECLT to serve this Order on Wille, especially the "NOTICE TO DEFENDANT" beginning on the second page, which contains important information. Service shall be by hand delivery of a copy of this Order if possible, and if not possible, then by mail. MECLT must file a proof of this service no later than June 18, 2009. The withdrawal will be effective when MECLT files the proof of service.**

*and email.*

An attorney may not withdraw as counsel except by leave of court, and a motion to withdraw must be made "upon written notice given reasonably in advance to the client and to all other parties who have appeared in the action." (Local Rule 83-2.9.2.1.) MECLT asserts that "a breakdown in the attorney-client relationship" has occurred, rendering the parties unable to "communicate effectively." (Mot. 3:12-13.) MECLT also states that Wille has failed to pay expenses and fees as agreed. (Mot. 3:15-16.) Because of those problems, MECLT asserts, "it has become unreasonably difficult [for] MECLT to carry out its employment in this matter effectively." (Mot. 3:13-14.)

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INC., et al.

MECLT notified Wille of its intent to withdraw by telephone, email, and mail on March 30, 2009. Plaintiff Safeco Insurance Company of America has not filed a response to the Motion, and neither have any of the other defendants in this case.

Good cause exists for the withdrawal, and MECLT has taken adequate steps to inform Wille and the other parties in this case of the withdrawal. The Court GRANTS the Motion.


**NOTICE TO DEFENDANT WHO WILL BE UNREPRESENTED:**

YOUR PRESENT COUNSEL WILL NO LONGER BE REPRESENTING YOU,  
WHICH CREATES A RISK THAT YOU COULD LOSE YOUR CASE.

Defendant Wille is notified that if he will be representing himself in an individual capacity, it will be his responsibility to comply with all Court rules and applicable laws. If he fails to do so, or fails to appear at hearings, WILLE COULD LOSE THIS CASE.

Wille is notified that it is his duty to keep the Court and all parties informed at all times of his current address. The Court needs to know how to contact Wille. If Wille does not keep the Court and other parties informed of his current address and telephone number, the Court and other parties will not be able to send Wille notices of actions that may affect Wille, including actions that may adversely affect Wille's interests or result in Wille losing the case.

Initials of  
Preparer

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